

Remarks

Claims 1-18 are pending.

A Petition for a One-Month Extension of Time and duplicate copy thereof accompany this Amendment.

Response to the Examiner's Response to Arguments**Office Action, Page 2, ¶2**

The Examiner states that the pages relied upon in the office actions are the pages which were archived by www.archive.org. It is respectfully submitted that this statement does not expressly make clear that the Examiner agrees that certain portions of the reference Hertz were not publicly available and accessible as of the filing date of the present Application, namely, October 27, 2000. Applicants have traversed and continue to traverse the incorporation of portions of Hertz, which portions clearly do not contain a date of public posting (or which were not archived) prior to Applicants' filing date. Those portions of Hertz include pages 37-52 and 54-61, which show a date of 2002, which date is clearly after Applicants' filing date. For the record, it is noted that the pages 37-52 and 54-61 of Hertz, which pages show a date of 2002, were clearly not archived by www.archive.org prior to the filing date of the present Application, namely, October 27, 2000. Hence, it is clear that those pages are not relied upon in the office actions.

For consistency, pages 1-36, 53 and 62-69 of Hertz are referred to herein as Hertz-II.

Office Action, Page 2, ¶3 (continued on the top of Page 3)

The Examiner states that Applicants have used "rental agreement" in the Application, but have not described "rental agreement".

As employed in the Application, the term "rental agreement" means the same as "rental contract," which is legally binding on the parties entering into it. *See Webster's Third New International Dictionary, p. 43 (1993)* (a true and correct copy is attached hereto). *See, also*, the present specification at page 12, line 6 ("accepted rental contract").

The Examiner further states that he "reads rental agreement as an arrangement between parties regarding a course of action; a covenant."

It is respectfully submitted that the Examiner's statement is unreasonable and overly broad. In this regard, it is submitted that a reasonable view would be to read "rental agreement as a rental arrangement between parties regarding a rental course of action; a rental covenant". As will be discussed, below, in connection with the remarks directed to the Section 103(a) rejection, it is unreasonable and overly broad to read rental agreement as a

reservation arrangement between parties regarding a reservation course of action; a reservation covenant.

The Examiner also states that Applicants disclose on page 2, lines 30-31 of the specification that it “is further known to online-enter a reservation based upon a pre-existing master rental agreement, in order to bypass a rental counter at a rental facility.” It is noted that this statement does not teach or suggest entering: (a) rental-related information without employing a master rental agreement, or (b) at least some of such rental-related information from a master rental agreement and allowing modification of information from such master rental agreement for rental of an item or service without modifying such master rental agreement.

The Examiner further states that Hertz discloses “completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement (see item 14 on page 33, customer confirms any penalties associated with reservation).” As will be discussed, below, in connection with the remarks directed to the Section 103(a) rejection, at best, Hertz-II teaches and suggests completing and storing an electronic reservation agreement based upon an accepted reservation proposal without completing a handwritten reservation agreement. This is quite different than the refined recital of *electronically accepting a rental* proposal; and *storing an electronic rental agreement based upon an accepted rental proposal*. This is also quite different than the refined recital of completing and storing an electronic *rental* agreement based upon an accepted *rental* proposal without completing a handwritten *rental* agreement.

Office Action, Page 3, ¶1

The Examiner states that Hertz teaches to have a penalty clause which is presented to the customer prior to the confirmation step. The Examiner then concludes that “it is inherent / obvious that there is an agreement between Hertz and customer for the acceptance of penalty clause”. For the same reasons as were discussed, above, at best, Hertz-II teaches and suggests that there is a reservation agreement between Hertz and the customer for the acceptance of the penalty clause. Again, this is quite different than the refined recital of *electronically accepting a rental* proposal; and *storing an electronic rental agreement based upon an accepted rental proposal*. This is also quite different than the refined recital of completing and storing an electronic *rental* agreement based upon an accepted *rental* proposal without completing a handwritten *rental* agreement.

Office Action, Page 3, ¶2

The Examiner states that Coutts et al. teaches “the idea that a transaction can be performed by a customer directly with the system without the help of the business staff, and, the transaction data can be stored for use at a later time for analysis and predictions to determine customer’s selection.”

Coutts et al. discloses a self-service, automated teller (banking) machine system that permits a user to withdrawal a number of different cash amounts, print mini bank statements, display or print the user's account balance at the bank, request a full bank statement be sent to the user, and make a cash deposit. Predictive technology predicts which banking service or banking services provided by the system the user is likely to request. A processing means 32 causes a particular banking menu to be displayed on a display screen 18 following initiation of a banking transaction by a user and following a prediction that particular banking services are likely to be requested by the user. For example, a simplified menu could be displayed consisting of only four questions, such as: "Do you require \$20?", "Do you require \$30?", "Do you require a mini-statement?", and "Do you require some other transaction?".

Coutts et al. employs a prediction made in advance of completion of an authorization process for a banking transaction to increase the speed of operation of an ATM in carrying out the banking transaction. Coutts et al. does not teach or suggest any electronic rental agreement, reservation-related information or rental-related information.

Office Action, Page 4, ¶1

The Examiner states that kioskcom.com “discloses that customer can make car rental reservations.”

The reference kioskcom.com discloses that a "DOLLAR® TRAVEL CENTER" is an interactive kiosk providing helpful travel information for its customers at various airports. The kiosks are conveniently located at the DOLLAR pickup and return areas at each airport. By touch, customers can make air, hotel and DOLLAR car rental reservations; obtain U.S. weather forecasts, driving directions and event information; access personal Web-based e-mail accounts, as well as receive free Internet access and view the top headline news of the day, all at the interactive kiosk.

The reference kioskcom.com, which deals with reservations, does not teach or suggest any electronic *rental* agreement.

The Examiner states, apparently with respect to Hertz, that “[w]hen there is a reservation with penalty clause, both parties Hertz and customer have to have an agreement at the time of reservation to accept the penalty clause.”

As was discussed above, the reference Hertz-II, which deals with a reservation with penalty clause, does not teach or suggest any electronic **rental** agreement. Instead, Hertz-II teaches and suggests that Hertz and the customer have to have a reservation agreement at the time of reservation to accept the penalty clause.

Rejections under 35 USC § 103(a)

The Examiner rejects Claims 1-5, 10-12, 14-16 and 18 as being unpatentable over “Hertz Corporation” (Hertz-II) in view of Avis Rent A Car System, Inc. (Avis).

Hertz-II discloses that one can check the latest Hertz rates and instantly make, modify, or cancel reservations on-line. A credit card number is required to secure all reservations. If you're a Hertz #1 Club® or a Hertz #1 Club Gold® member you can use some or all of the information (including the credit card number) contained in your rental profile. Hertz-II (pages 62-69) also discloses an interactive reservation process in which a user submits rental criteria, Hertz provides a best rate that is currently available, and if the user wishes to confirm the reservation, scrolls and clicks on a “Reserve” button (pages 67 and 68).

Hertz-II (page 69) shows “Reservation Confirmation:” near the top thereof.

Hertz-II (page 33) discloses (*emphasis added*) that

Some rates and vehicle types require a guarantee and may have a cancellation penalty associated with the **reservation**. However, **reservations** currently processed through our site do not have any guarantee or penalty associated to the rate nor vehicle confirmed. If a penalty applies, complete information will be included on the Rate screen and on the Confirmation screen.

Avis discloses making a car rental reservation on the Internet and receiving a Reservation Number (page 10). Avis (page 10) shows “Make a Reservation: Confirmation:” near the top thereof. Avis also discloses canceling a car reservation on the Internet and receiving a Cancel Confirmation (pages 12 and 13).

Claim 1 recites, *inter alia*, a method for completing and storing an electronic rental agreement comprising: entering reservation-related information and rental-related information for an item or service, the entering step entering: (a) the rental-related information without employing a master rental agreement, or (b) at least some of the rental-related information from a master rental agreement and allowing modification of the

information from the master rental agreement for rental of the item or service without modifying the master rental agreement; providing a reservation for the item or service based at least in part upon the reservation-related information; creating and displaying a rental proposal based upon the reservation and the rental-related information; electronically accepting the rental proposal; and storing the electronic rental agreement based upon the accepted rental proposal.

As employed in the Application, the term “rental agreement” means the same as “rental contract,” which is legally binding on the parties entering into it. *See Webster’s Third New International Dictionary*, p. 43 (1993). *See, also*, the present specification at page 12, line 6 (“accepted rental contract”).

The Examiner states that he “reads rental agreement as an arrangement between parties regarding a course of action; a covenant.”

It is respectfully submitted that the Examiner’s statement is unreasonable and overly broad. In this regard, it is submitted that a reasonable view would be to read “rental agreement as a rental arrangement between parties regarding a rental course of action; a rental covenant”. Hence, it is clearly unreasonable and overly broad to read rental agreement as a reservation arrangement between parties regarding a reservation course of action; a reservation covenant.

The Examiner further states that Hertz discloses “completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement (see item 14 on page 33, customer confirms any penalties associated with reservation).” At best, Hertz-II contemplates a reservation agreement that imposes a penalty if Hertz and the customer do not enter into a future rental agreement at the future time and place defined by the reservation. Hence, at best, Hertz-II teaches and suggests completing and storing an electronic reservation agreement based upon an accepted reservation proposal without completing a handwritten reservation agreement. This is quite different than the refined recital of *electronically accepting a rental* proposal; and *storing an electronic rental agreement based upon an accepted rental proposal*.

The Examiner states that Hertz teaches to have a penalty clause which is presented to the customer prior to the confirmation step. The Examiner then concludes that “it is inherent / obvious that there is an agreement between Hertz and customer for the acceptance of penalty clause”. For the same reasons as were discussed, above, at best, Hertz-II teaches and suggests that there is a reservation agreement between Hertz and the customer for the acceptance of the penalty clause. Again, this is quite different than the refined recital

of ***electronically accepting a rental proposal***; and ***storing an electronic rental agreement based upon an accepted rental proposal***.

See, for example, Hertz-II (page 67), which states that “[a]pproximate rental charges are based on available information at time of reservation. Additional fees or surcharges may be applied at time of rental.”

It is, therefore, crystal clear that there cannot be any “rental agreement” because there is no meeting of the minds between Hertz and the user making the reservation as to an exact price for a rental. At best, there might be some unspecified price for a penalty since Hertz-II contemplates a guarantee or penalty if Hertz and the customer cancel the reservation and, thus, do not enter into a future rental agreement at the future time and place defined by the reservation.

Clearly, Hertz-II teaches away from any ***electronic rental agreement*** based upon an accepted rental proposal because the rental price in Hertz-II is not yet determined. Hence, there can be no rental agreement (*i.e.*, rental contract) in Hertz-II. Avis adds nothing to Hertz-II in this regard. For example, Avis (page 10) clearly states that the rate is an “Approximate Total”. Also, Avis (page 6) clearly states that “Optional Coverages” can only be purchased at the rental counter at the time of rental. Therefore, there can be no rental agreement (*i.e.*, rental contract) in Avis. At best, Hertz-II and Avis teach or suggest an electronic reservation, which subsequently requires a printed and hand-signed physical rental agreement at the time of rental. As set forth in the present specification at page 3, lines 10-13, in such circumstances, the user, such as a business traveler or a person on vacation, must complete a handwritten rental agreement at a rental counter, thereby wasting business or vacation time at the counter. Therefore, the references do not teach or suggest creating and displaying a rental proposal based upon reservation and rental-related information; ***electronically accepting such rental proposal***; and ***storing an electronic rental agreement based upon an accepted rental proposal***.

The Examiner admits that Hertz-II does not disclose storing an electronic rental agreement based upon an accepted rental proposal.

In the last paragraph on page 5 of the Office Action, the Examiner states: (1) Hertz-II (page 17) discloses that customers can modify or cancel reservations; (2) Hertz-II requires a customer name and confirmation number to retrieve reservation information; (3) the Examiner takes Official Notice that Hertz-II stores reservation information to retrieve at a later time to allow the customer to make modifications or cancel the reservation; and (4) the Examiner states that Avis (page 13) discloses storing rental information and retrieving rental

information based upon a reservation number. Then, the Examiner concludes that it is obvious to store information for retrieval at a later time to reduce reservation personnel cost by automating the reservation cancellation and modification process. However, in all of that analysis, the Examiner does not deal with the refined recital in Claim 1 of *electronically accepting* a rental proposal, and *storing* an *electronic rental agreement* based upon an *accepted rental* proposal.

Hertz-II does not teach or suggest permitting a user to complete and store an *electronic rental agreement* for a vehicle *without employing* a master rental agreement. The Examiner merely points out that Hertz-II (pages 62-66) can enter reservation-related information and rental-related information without employing a master rental agreement. There is no teaching or suggestion in the references of completing and *storing* an *electronic rental agreement* for a vehicle without employing a master rental agreement. Avis adds nothing to Hertz-II in this regard.

As is discussed below in connection with Claim 4, Hertz-II also does not teach or suggest entering some rental-related information from a master rental agreement and *allowing modification of information* from such master rental agreement *without modifying* such *master rental agreement*. The Examiner apparently does not discuss this recital in connection with Claim 1. Regardless of the Examiner's position, the references do not teach or suggest the recited entering step in combination with *storing* an *electronic rental agreement* based upon an accepted rental proposal. Avis adds nothing to Hertz-II in this regard.

It is submitted that Avis, which discloses (page 10) a reservation confirmation, adds nothing to Hertz-II regarding the refined recital of Claim 1. Avis discloses a reservation confirmation and a reservation cancellation (page 13) rather than of *electronically accepting* a rental proposal, and *storing* an *electronic rental agreement* based upon an *accepted rental* proposal. Avis (pages 7 and 10) merely teaches a reservation confirmation and, later, an Avis-honored charge card or an Avis Cash Pre-payment Card is "required at the beginning of the rental". Avis does not teach or suggest and, in fact, teaches away from *electronically accepting* a rental proposal, and *storing* an *electronic rental agreement* based upon an *accepted rental* proposal.

Accordingly, for the above reasons, it is submitted that Claim 1 patentably distinguishes over the references.

Claims 2-5, 10-12, 14-16 and 18 depend directly or indirectly from Claim 1 and patentably distinguish over the references for the same reasons.

Claim 2 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 3 is not separately asserted to be patentable except in combination with Claims 1 and 2 from which it depends.

Furthermore, Claim 4 recites entering at least some of the rental-related information from a master rental agreement; and allowing modification of the information from the master rental agreement for rental of the item or service without modifying the master rental agreement.

The Examiner states that Hertz (pages 17 and 21) allows “customers to modify information from the master rental agreement for rental without modifying the master rental agreement”. This statement is respectfully traversed.

Hertz-II (page 17), which deals with making, modifying or canceling reservations online, discloses that a club member “can use some or all of the information (including the credit card number) contained in your rental profile”, does not teach or suggest the refined recital of entering at least some of rental-related information from a master rental agreement, and allowing modification of such information from such master rental agreement for **rental** of an item or service ***without modifying a master rental agreement***.

Hertz-II (page 21), which discloses a “Hertz #1 Club Gold Reservation area”, also does not teach or suggest the refined recital of entering at least some of rental-related information from a master rental agreement, and allowing modification of such information from such master rental agreement for **rental** of an item or service ***without modifying a master rental agreement***.

There is no teaching or suggestion in Hertz-II that a customer can modify information from a master rental agreement ***without modifying*** the master rental agreement.

Avis adds nothing to Hertz-II in this regard. Hence, it is submitted that Claim 4 further patentably distinguishes over the reference.

Claim 5 is not separately asserted to be patentable except in combination with Claims 1 and 4 from which it depends.

Claim 10 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 11 is not separately asserted to be patentable except in combination with Claims 1 and 10 from which it depends.

Furthermore, Claim 12, which depends from Claim 11, recites storing a flag along with the unique transaction in the database system to indicate that the accepted rental

proposal is electronically signed. Here, on page 7, paragraph 3 of the present Office Action, the Examiner points to the “Reserve” button of Hertz-II (page 68).

The Examiner identifies no structure in Hertz-II regarding any flag that is stored along with any unique transaction. Instead, the Examiner concludes that it is “inherent / obvious that Hertz stores a flag along with unique transaction in the database system that the accepted rental proposal is electronically signed”. The Examiner bases this conclusion on pages 17 and 67-69 of Hertz-II, which deals with a user confirming a reservation by clicking on a “Reserve” button (pages 67 and 68), showing a “Reservation Confirmation” (page 69) and canceling a reservation (page 17). The Examiner further bases this conclusion on another conclusion that “customer has rented the vehicle unless it is cancelled by the customer [page 67, 68]”. Actually, those pages of Hertz-II expressly state (*emphasis added*) that “[i]f you find that you do not need this **reservation**, please remember to cancel it ...”. At best, these pages make clear that the customer has reserved the vehicle unless the reservation is cancelled by the customer and that Hertz remembers a unique reservation based upon an accepted reservation proposal. Accordingly, Hertz-II does not teach or suggest the refined recital of storing a flag along with a unique transaction in a database system to indicate that an accepted **rental** proposal is *electronically signed*.

Avis adds nothing to Hertz-II in this regard.

As set forth in the present specification, at page 30, lines 12-20, the exemplary flags 656,658,660 are stored for future reference in order to confirm what rental options the customer has accepted and/or declined. The exemplary flag 654 is further stored for future reference in order to confirm that the user has electronically accepted (and “signed”) the electronic “document” in order to confirm acceptance of the rental terms and conditions, in case that information is needed at a future date (*e.g.*, the customer was involved in a traffic accident with the selected rental vehicle and it, therefore, is necessary to determine whether or not the customer is eligible for one or both of the exemplary CDW and EP insurance coverages).

Hence, for the above reasons, it is submitted that Claim 12 further patentably distinguishes over the reference.

Claim 14 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 15 is not separately asserted to be patentable except in combination with Claims 1 and 14 from which it depends.

Claim 16 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Claim 18 depends from Claim 1 and patentably distinguishes over the references for the same reasons. Furthermore, Claim 18 recites completing and storing the electronic rental agreement based upon the accepted rental proposal without completing a handwritten rental agreement.

As was discussed above, at best, Hertz-II teaches and suggests completing and storing an electronic reservation agreement based upon an accepted reservation proposal without completing a handwritten reservation agreement. This is quite different than the refined recital of completing and storing an electronic **rental** agreement based upon an accepted **rental** proposal without completing a handwritten **rental** agreement.

Avis adds nothing to Hertz-II in this regard.

Since the references neither teach nor suggest the refined recital of Claim 1, they clear neither teach nor suggest this additional recital which further distinguishes over the references.

The Examiner rejects Claims 6-9 as being unpatentable over Hertz in view of Avis and further in view of U.S. Patent No. 5,389,773 (Coutts et al.).

As was discussed above, in the interest of the completeness of the record, Applicants respond to the present rejection in terms of Hertz-II, Avis and Coutts et al.

Coutts et al., which discloses a self-service, automated teller (banking) machine system that permits a user to withdrawal a number of different cash amounts, print mini bank statements, display or print the user's account balance at the bank, request a full bank statement be sent to the user, and make a cash deposit, has nothing to do with any electronic rental agreement, reservation-related information or rental-related information, and adds nothing to Hertz-II and Avis to render Claim 1 unpatentable.

Claims 6-9 depend directly or indirectly from Claim 1 and patentably distinguish over Hertz-II, Avis and Coutts et al. for the same reasons.

Furthermore, Claim 6 recites maintaining a history of rental information for prior rentals by a user, entering information from an identification of a user, and entering at least some of the rental-related information from the history based upon the information from an identification of a user without employing a master rental agreement. Coutts et al., which employs predictive technology to predict which banking service or banking services provided by the system the user is likely to request, has nothing to do with any rental agreement or any rental-related information. Accordingly, Coutts et al. does not teach or suggest the refined

recital of maintaining a history of **rental** information for prior **rentals** by a user, entering information from an identification of a user, and entering at least some of **rental**-related information from such history based upon such information from an identification of a user. Therefore, it is submitted that Claim 6 further patentably distinguishes over the references.

Claim 7 is not separately asserted to be patentable except in combination with Claims 1 and 6 from which it depends.

Claim 8 is similar in scope to Claim 6, and recites **provisionally** entering at least some of the recited rental-related information **from the history**.

The Examiner admits that Hertz-II does not disclose maintaining a history of rental information from prior rentals by a customer. Avis adds nothing to Hertz-II in this regard. Coutts et al., which discloses a simplified menu of banking transactions, adds nothing to these references regarding provisionally entering (allowing modification; *see* Claim 9) rental-related information from a history. It is clear that none of the references contemplate rental-related information from a history or a history of prior rentals by a user. Since the references neither teach or suggest the refined recital of Claims 1 and 6, they clearly neither teach or suggest this additional recital of Claim 8, which further patentably distinguishes over the references.

Furthermore, Claim 9 recites modifying at least some of the provisionally entered at least some of the rental-related information from the history. Although the Examiner refers to changes to a reservation in Hertz-II (page 22), this is quite different than a **history** of **rental** information for prior **rentals** by a user. Since the references neither teach or suggest the refined recital of Claims 1, 6 and 8, they clearly neither teach or suggest this additional recital, which further patentably distinguishes over the references.

The Examiner rejects Claims 13 and 17 as being unpatentable over Hertz in view of Avis and further in view of an article (Reference U of form PTO-892) (kioskcom.com).

As was discussed above, in the interest of the completeness of the record, Applicants respond to the present rejection in terms of Hertz-II, Avis and kioskcom.com.

The reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, adds nothing to Hertz-II and Avis regarding electronically accepting a rental proposal and storing an electronic rental agreement based upon an accepted rental proposal to render Claim 1 unpatentable.

Furthermore, kioskcom.com, which deals with reservations, adds nothing to Hertz-II and Avis regarding storing a flag along with a unique transaction in a database

system to indicate that an accepted rental proposal is electronically signed to render Claim 12 unpatentable.

Claims 13 and 17 depend directly or indirectly from Claim 1 and patentably distinguish over Hertz-II, Avis and kioskcom.com for the same reasons.

Claim 13 depends directly from Claim 12 and indirectly from Claims 1, 10 and 11, includes all of the limitations of those claims, and provides employing the recited stored flag to enable allocation of an item or service at a kiosk. That stored flag indicates that the recited accepted rental proposal is ***electronically signed***. The reference kioskcom.com, which discloses airport kiosks to make air, hotel and car rental reservations, does not teach or suggest employing any stored flag, which indicates that an accepted rental proposal was electronically signed, to enable allocation of an item or service at a kiosk (or to “provide ... sales at locations convenient to customers” as was stated by the Examiner). Accordingly, it is submitted that Claim 13 further patentably distinguishes over the references.

Claim 17 is not separately asserted to be patentable except in combination with Claim 1 from which it depends.

Reconsideration and early allowance are respectfully requested.

Respectfully submitted,



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